NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

Producers t	88-198(R)
Texas Paid	-Up (2/93)

OIL, GAS AND MINERAL LEASE

	(PAID-UP LEASE)	
THIS AGREEMENT made this 30th	day of December	, 20 <u>08</u> , between
John W. Jackson and Rosalie Linda Jackson, husba	and and wife	
	. Lessor (whether one or more) whose address is	9108 Dove Ct
Fort Worth, Texas 76126	, Lessot (whether one or more) whose address is	<u> </u>
and	Devon Energy Production Company, L.P.	, Lessee, whose address is
P.O. Box 450, Decatur, Texas 76234	; WITNESSETH:	_
Lessor in consideration of Ten or more Dollars, in hand paid, of exclusively unto Lessee the lands subject hereto for the purpose of investigating, and their respective constituent elements) and all other minerals, (whether or not surveys, injecting gas, water and other fluids and air into subsurface strata, estabuilding roads, tanks, power stations, telephone lines and other structures the Tarrant County, Texas, and	similar to those mentioned) and the exclusive right to conduct explorablishing and utilizing facilities for the disposition of salt water, layie ereon to produce, save, take care of, treat, transport, and own sa	(including all gases, liquid hydrocarbons ation, geologic and geophysical tests and ng pipelines, housing its employees and

See Exhibit "A" attached hereto and made a part hereof for the description of lands in Tarrant County, Texas and for additional terms and conditions which are a part of this lease.

This lease also covers and includes all land owned or claimed by Lessor adjacent or contiguous to the land particularly described above, whether the same be in said survey or in adjacent surveys, although not included within the boundaries of the land particularly described above. The land covered by this lease shall be hereinafter referred to as said Land. Lessor agrees to execute any lease amendment requested by Lessee for a more complete or accurate description of said Land and such amendment shall include words of present lease and grant. For the purpose of calculating any payments hereinafter provided for, said Land is estimated to comprise 2.027 acres, whether it actually comprises more or less until such time as puests a lease amendment and same is filed of record.

Subject to the other provisions herein contained and without reference to the commencement, prosecution or cessation of operations and/or production at any time hereunder, this

2. Subject to the other provisions herein contained and without reference to the commencement, prosecution or cessation of operations and/or production at any time hereinider, this lease shall be for a term of three (3) years from this date (called "primary term") and as long thereafter as oil, gas, or other minerals is produced from or operations are conducted on said Land or land with which said Land is pooled hereunder. The word "operations" as used herein shall include but not be limited to any or the following; preparing drillsite location and/or access road, drilling, testing, completing, reworking, recompleting, deepening, plugging back or repairing of a well in search for or in an endeavor to obtain production of oil, gas or other minerals and any other actions conducted on said lands associated with or related thereto.

3. The royalties to be paid by Lessee are: (a) on oil delivered at the wells or into the pipeline to which the wells may be connected, one-eighth of the proceeds received from the sale of oil produced and saved from said Land; Lessee may from time to time purchase any royalty oil in its possession, paying the market price therefor prevailing for the field where produced on the date of purchase or Lessee may sell any royalty oil in its possession and pay Lessor the price received by the Lessee for such oil computed at the well; Lessor's interest shall bear one-eighth of date of purchase or Lessee may self any royalty oil in its possession and pay Lessor the price received by the Lessee for such oil computed at the well; Lessor's interest shall bear one-eighth of the cost of treating the oil to render it marketable pipeline oil or, if there is no available pipeline, Lessor's interest shall bear one-eighth of the cost of all trucking charges; (b) on gas, including all gases, processed liquid hydrocarbons associated therewith and any other respective constituent elements, casinghead gas or other gaseous substance, produced from said Land and sold or used off the premises or for the extraction of gasoline or other product therefrom, the market value at the well of one-eighth of the gas so sold or used provided the market value shall not exceed the amount received by Lessee for such gas computed at the mouth of the well, and provided further on gas sold at the wells the royalty shall be one-eighth of the net proceeds received from such sale, it being understood that Lessor's interest shall bear one-eighth of the cost of all compression, treating, dehydrating and transporting costs incurred in marketing the gas so sold at the wells; (c) on all other minerals mined and marketed, one-tenth either in kind or value at the well or mine, at Lessee's election. Any royalty interests, including, without limitation, non-participating royalty interests, in said Land, whether or not owned by Lessor and whether or not effectively pooled by Lessee pursuant to the provisions hereof, shall be paid from the royalty set forth herein. Lessee shall have free use of oil, gas and water from said Land, except water from Lessor's wells, in all operations which Lessee may conduct hereunder, including water injection and secondary recovery operations, and the royalty on oil and gas shall be computed after deducting any so used.

4. If at the expiration of the primary term or at any time or times after the primary term herein, there is a well or wells capable of producing oil or gas in paying quantities on sa

Lessee shall pay or tender as shut-in royalty to Lessor, or tender for deposit to the credit of Lessor in the

At Lessor's address listed above

(which bank and its successors are Lessors agent and shall continue as the depository bank for all shut-in royalty payments hereunder regardless of changes in ownership of said land or shut-in royalty payments) a sum determined by multiplying one dollar (\$1.00) per acre for each acre then covered by this lease, provided however, in the event said well is located on a unit comprised of all or a portion of said Land and other land or leases a sum determined by multiplying one dollar (\$1.00) per acre for each acre of said Land included in such unit on which said shurt-in well is located. If such bank (or any successor bank) should fail, liquidate, or be succeeded by another bank or for any reason fail or refuse to accept such payment, Lessee shall re-tender such payment within thirty (30) days following receipt from Lessor of a proper recordable instrument naming another bank as agent to receive such payment or lenders. Such shut-in royalty payment shall be due on or before the expiration of ninety (90) days after (a) the expiration of the primary term, or (b) the date of completion of such well, or (c) the date on which oil or gas ceases to be sold or used, or (d) the date this lease is included in a unit on which a well has been previously completed and shut-in or (e) the date the lease ceases to be otherwise maintained, whichever be the later date. It is understood and agreed that no shut-in royalty payments shall be due during the primary term. In like manner and upon like payments or tenders on or before the next ensuing anniversary of the due date for said payment, the Lessee shall continue to pay such shut-in royalty for successive periods of one (1) year each until such time as this lease is maintained by production or operations. However, if actual production commences within the applicable 90 day period, a shut-in periods of one (1) year each until such time as this lease is maintained by production or operations. However, if actual production commences within the applicable 90 day period, a shut-in royalty payment shall not be required or, if a shut-in royalty payment is tendered, no additional shut-in payment will be due until the next ensuing anniversary of the due date for said tendered payment regardless of how many times actual production may be commenced and shut-in during such one (1) year period. Lessee's failure to pay or tender or to properly or timely pay or tender any such sum as shut-in royalty shall render Lessee liable for the amount due but it shall not operate to terminate this lease. Lessee agrees to use reasonable diligence to produce, utilize or market the minerals capable of being produced from said wells, but in the exercise of such diligence, Lessee shall not be obligated to install or furnish facilities, other than well facilities and ordinary lease facilities of flowline, separator, and lease tank, and shall not be required to settle labor trouble or to market gas upon terms unacceptable to Lessee. If at any time Lessee pays or tenders royalty or shut-in royalty as hereinabove provided, two (2) or more parties are, or claim to be, entitled to receive same, Lessee may, in lieu of any other method of payment herein provided, pay or tender such royalty or shut-in royalty, in the manner above specified, either jointly to such parties or separately to each in accordance with their respective ownerships thereof,

5. (a) Lessee shall have the right and power in its discretion to pool or combine, as to any one or more strata or formations, said Land or any portion of said Land with other land covered by this lease or with other land, lease or leases in the vicinity thereof. The above right and power to pool and unitize may be exercised with respect to oil, gas or other minerals, or any covered by this lease of with other rand, tease of leases in the solve right and power to pool and unitize may be exercised with respect to our gas of other minerals, or any one or more of said substances, and may be exercised at any time and from time to time during or after the primary term, and before or after a well has been drilled, or while a well is being drilled. Pooling in one or more instances shall not exhaust the rights of Lessee to pool said Land or portions thereof into other units. Units formed by pooling as to any stratum or strata need not conform as to area with units as to any other stratum or strata, and oil units need not conform as to area with gas units. Units pooled for oil hereunder shall not substantially exceed 80 acres each in area plus a tolerance of 10% thereof, provided that should governmental authority having jurisdiction prescribe or permit the creation of units larger than those specified, units thereafter created may conform substantially in size with those prescribed or permitted by governmental regulations. The pooling for gas hereunder by Lessee shall also pool and unitize all associated liquid hydrocarbons and any other respective constituent elements as may be produced with the unitized gas, and the royalty interest payable to Lessor thereon shall be computed the same as on gas. With respect to any such unit so formed, Lessee shall execute in writing an instrument or instruments identifying and describing the pooled acreage and file same for recording in the office of the County Clerk in the county in which said pooled acreage is located. Such pooled unit shall become effective as of the date provided for in said instrument or instruments make no such provision, then acreage is located. Such pooled unit shall become effective as of the date provided for in said instrument or instruments or instrument or instruments make no such provision, then such unit shall become effective on the date such instrument or instruments are so filed for record. Any unit so formed may be re-formed, increased or decreased, at the election of Lessee, at any time and from time to time after the original forming thereof by filing an appropriate instrument of record in the County in which said pooled acreage is located. Any such pooled unit established in accordance with the terms hereof shall constitute a valid and effective pooling of the interests of Lesseo and Lessee hereunder regardless of the existence of other mineral, non-executive mineral, royalty, non-participating royalty, overriding royalty or leasehold interests in lands within the boundary of any pooled unit which are not effectively pooled therewith. Lessee shall be under no duty to obtain an effective pooling of such other outstanding interests in lands within the boundary of any pooled unit. Operations on or production of oil and/or gas from any part of the pooled unit which includes all or a portion of said Land, regardless of whether such operations were commenced or such production was secured before or after the date of this lease or the date of the instrument designating the pooled unit, shall be considered for all purposes, except the payment of royalties, as operations on or production of oil or gas from said Land whether or not the well or wells be located on said Land. The production from an oil well will be considered production from the lease or gas pooled unit from which it is producing and not as production from a gas pooled unit; and production from a gas well will be considered as production from the lease or gas pooled unit from which it is producing and not sproducing from a gas pooled unit; and production from a gas pooled unit so producing and production from a gas pooled unit involved, subject to the rights of L

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anch unit and used in the operations thereof or thereon shall be excluded in calculating said royally. Lessee may vacate any unit formed by it bereunder by instrument in writing filed for record in said county at any such separate tracts, no proling or unitization of royally interests as between any such separate tracts is intended or shall be implied or result merely from the inclusion of such separate tracts within their lesse have the right to pool as on matrice as provided in this paragraph 5 with consequent allocation of productions as berein provided. As used in this paragraph 5 with consequent allocation of productions as the right of the right of said Land on the said of said Land or protection as the right of the r

or unitize as provided in this paragraph 5 with consequent allocation of production as bearin provided. As used in this paragraph 5, the words "separate tract with royally owner working difficing, now or hereafter, either as to say other part of said Land.

(b) Lessec at any time and from time to time during the life of this lesse shall have the right and power as to all or any part or formation or stats of the lease brink that of the life of this lesse shall have the right and power as to all or any part or formation or states of the lessehold estate and lesses.

Lessor's joinder, to unitize the same with any other lesse or lesses, royalty or mineral estate in and under any other tract or tracts of land, regardless of the commercial period, so as to creake by the case with any other lesse or lesses, royalty or mineral estate in and under any other tract or tracts of land, regardless of the ownership thereof, so as to creake by the combination of such interests or any of them none or more unitized areas of state on the combination of such interests or any of them none or more unitized areas of state on the commercial lesse. All such production from such unitized area shall be directly methods and allowed by Lesses to be developed and py econdary or tratiary methods allowed by the land, incorporated in a unitized area shall be directly and constituted area formation of the unitization agreement shall method the state of the unitization agreement shall incorporated in a unitization agreement shall be directly by the state of the unitization agreement shall be brinding on Lessor provided such mitizations does not state the minization of sead and regardles and the state of the payment of or shall be brinding on the observations of or shall be considered to such matters. Operations of on production of oil or gas from any part of the unitized does which includes all on a portion of sead less of the unitized or such reacts of or production of oil or gas from any land included to the which includes all or well be obser

operations uresteen.

The descriptions are strained or times exercise and deliver to Lesser or to the depository above named or place of record, a release or releases covering any portion of said Land and/or portion of saturations are strained and the lesses of the lesses are strained and the strained and the lesses are strained and the lesses are strained and the lesses are strained and the strained are strai

well on lend other than said Lend and which other lend and all or a portion of said Lend has been included in a gas until that was formed prior to the expiration of the primary term of this lesse; on lend and other than said Lend and which other lend and and which other lend and all or a portion of said Lend has been included in an oil unit that was formed prior to the expiration of the primary term of this lesses shall necesse to long a operations on any additional well on as oil, gas or other mineral is not proceed with no execution of the lessed therewith. For all purposes herein, if an oil well they result in the production of oil, gas or other mineral, so long thereafter as oil, gas or other mineral is an oil well, the critective date of said Land a secissified as a gas well on a gas until which includes all protective date of said Land is reclassified as a gas well on a gas until which includes all or a portion of said Land is reclassified as an oil well, the effective date of such reclassified as a not well or wells are of essention of production from said well. If during the term of this lesse, a well or wells and completed as a producer of oil or gas in paying quentities and such well or wells are located on adjacent land and writhin 330 feet of and durantly makes, is reclassified as an oil well, the effective date of oil or gas in paying quentities and such well or wells are located on adjacent land and writhin 330 feet of and durantly makes, a well or wells are option to either (a) drill such offset well or wells, as an ordinary prudent operation would do under similar circumstances, or (b) release the affected durant well or wells with respect to the above options, unless such offset well or wells as an ordinary prudent operation well on well or wells as an ordinary productive to pay Lessee agrees, a protection of paragraph of presence and above options, with respect to the above options, makes and other and above drilling, completing and above options. ol, gas or other numerals, this lease shall remain in mit lottes and elect for so long unsteaders on said Lead on leases produced more and spread the primary term hereof. If a the expirations or production ceases on said Lead on leases proled therewith, this lease shall nevertheless remain in full force and effect during the paid-up primary term hereof. If, at the expirations of the primary term, oil, gas or other minerals is not being produced on said Lead or on screage pooled therewith but operations or other minerals is not being produced on said Lead or on screage pooled therewith but operations or operations of the expiration of the primary term, this lease completee citizer (s) days of the expiration of the primary term, interpreted the expiration of the primary term, the lease completees citizer (s) days of the expiration of the primary term, the lease completees citizer (s) an oil are leaden and which other lead and all or a portion of said Lead been included in an oil unit that was formed prior to the expiration of the primary term or this primary term. strain of the feased premise after the expiration of the primary term, operations or production of oil, gas or other minerals on servage pooled therewith should cease from some safet the expiration of the primary term, operations or commences are unitarial mineral (90) days thereafter and continues such operations or not then being otherwise maintained, this lease shall not remained the framework days, and if such operation or other operations are the production of operations of more than interty (90) consecutive days, and if such operations retain in the produced from said Lead or servage pooled therewith. It is only assess that the case shall remain in full force and effect for so long thereafter as oil, gas or other minerals, this lease shall remain in full force and effect for so long thereafter as oil, gas or other minerals, the case shall remain in full force and effect for so long thereafter as oil, gas or other minerals, the fease shall remain in full force and effect for so long thereafter as oil, gas or other minerals, the fease shall remain in full force and effect for so have in moducion ceases on said Land or leases proled therewith, this lease shall remain are the primary term between all operations or moducion ceases on said Land or leases proled therewith, this lease shall remain and the properties of the p

essee shall have the right, at any time during or after the expiration of this lease, to remove all property and fixtures placed by Lessee on said Land, including the right to draw and

8. Lessee shall have the right, at any time during or after the experience of this lesse, to remove all easing. Upon Lessee shall have the right, at any time during or after the expiration of the surface for some intended use by the Lessor, Lessee will bury all pipelines below ordinary plow depth. No well shall be childed within two hundred (200) feet of any residence or barn know or said Land without Lessor's conscent.

9. The rights of either party bereunder may be assigned in whole or in part, and the provisions hereof shall extend to their heirs, successors and assigne; but no change or division in such ownership of said Lead or royalities, however accomplished, shall persuate to enlarge the obligation or diminish the right of Lessee, and no change or division in such ownership party bereunder may be assigned in whole or in part, and the provision or diminish the right of Lessee, and no change or division in such ownership party of said Leader or toyalities, however accomplished, shall persuate to enlarge the obligation or diminish the right of Lessee, and no change or division in such ownership persuate or evidence satisfactory to Lessee that have been furnished by regardered U. 5. mail at Lessee's principal place of business, with a certified copy of recorded instrument or on Lessee may increased and the responsion of the case of the credit of the decodent in a depository between the responsible of the result of the decodent in a depository but present of any obligation arising bereamder and until furnished with a recordable instrument, enclared by all such parties, designating an agent to receive payment for all the event Lessee and until furnished with a recordable instrument, encounder shall not work a forteiture or encounted for all the event Lessee that parties, designation of this lesse, nor cause a termination or reversion of the case, and until furnished with a recordable instrument. The event Lessee is writing to the credit of the decodent in part. In the event Lessee that or any obligation arisi

with the obligations imposed by written of this instrument. The service of said notice shall be precedent to the bringing of any sciton by Lesson on said lease for any causes, and no such section about the coing of any sciton by Lesson on said fease for any cause, and no such section about the coing of any sciton by Lesson on said motive on the doing of such accounts the control of the instance of said notice on the doing of any scit by Lesson and the cause and the service of said notice on the doing of any scit by Lesson and the service of said notice on Lesson and premised on the cause of the service of said notice on the doing of any scit by Lesson and the service of said notice on the doing of the service of said notice on the doing of the service of said notice on the doing of the service of said notice on the doing of the service of said notice on the doing of the service of said notice on the doing of the service of said notice on the said in a said said one well per 640 serves, plus an acreage incleance on the said said one well per 640 serves of the service of the said said one well per 640 serves of the service of the said said one well per 640 serves of the service of said the said said the service of the said said the said

acreage tolerance not to exceed 10% of 640 acrea. Give a treatment and agrees to defend the title to said Land and agrees to defend the title to said Land and agrees to defend the title to said Land and agrees to defend the title to said Land and agrees to defend the title to said Land and agrees to defend the title to said Land and agrees to defend the title to said Land and agrees to defend the title to said Land and agrees to defend the title to said Land and agrees to defend the title to said Land, in the event Lessee may, withhold taxes with respect to royalty and other payments bereunder and remit the amounts withhold taxes with respect to royalty and other payments bereunder and remit the amounts withhold to the applicable taxing authority for credit to lesse. When required by the said lesses on the said lesses or other minerals on, in or under said Land lesses to replicable taxing authority in event of failure of title, it is agreed that if Lesses over the applicable taxing authority to credit to less than complete said, then the alumination in or under an advance of the said Lesses to timple defend to the said Lesses to timple to the said Lesses to timple

extended white and so long as Lessee is prevented by any such cause from conducting operations on or from producing oil or gas from said Land; and the time while Lessee is so prevented by any such contrary norwitheranding. less than the entire tessence arms in organics and repaires to be part access are recursed proportions.

12. (a) Should Lessee be prevented from complying with any express or implied coverant of this lesse, from conducting operations thereon, or from producing oil or gas therefrom by research of or inability to obtain or to use equipment or material, or by operation of force majeure, any Federal or State law, or any order, rule or regulation of governmental authority, the while the comply with such coverant shall be suspended and Lessee shall not be liable for damages for failure to comply with such coverant shall be supended and Lessee shall not be liable for damages for failure to comply with such coverant shall be a suspended and Lessee shall not be liable for damages for failure to comply with such coverant shall be supported and Lessee shall not be liable for damages for failure to comply with such coverant shall be such coverant of any such that we will be supported and Lessee shall not be liable for damages for failure to comply with such coverant shall be such any and the time while Lessee is so prevented, Lessee's obligation to comply with such coverant or materials are coverant or the such as the such such as the such as the

(b) The specification of causes of force majeure herein commerated shall not exclude other causes from consideration in determining whether Lessee has used reason, express or implied, and any delay of not more than six (6) months after termination of force majeure shall be deemed

Rule or Regulation. All terms and conditions of this lease, whether express or implied, shall be subject to all Federal and State Laws, Executive Orders, Rules, or Regulations; and this lease shall not be made in damages for failure to comply therewith, if compliance is prevented by, or if such failure is the result of, any such Law, Order,

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AN WITNESS WHEREOF, this instrument is executed on the date first above written. 13. This lesse states the entire contract between the parties, and no representation or promise, verbal or written, on behalf of either party shall be binding upon each party executing the same and their successors, beirs, and assigns, regardless of whether or not executed by all persons above named as "Lessor".

Texas	Motary Public, State of	Motery Public, State of Texase My Commission Expires April 22, 2012 April 22, 2012	White artiful in the second of
2/2/(1) voa 5/2/a	Printed Name:		24
	Notary Signature:	əìiw	pue pueqsnq
W. Jackson and Rosalie Linda Jackson	December, 2008 by John	TO VSb O no enter performance a	aw memuntani sidT
	§ —	TarreT	COUNTY OF
	§	Техаѕ	STATE OF
TESSON	LESSOR		
TEZSOR	TEZZOK Kozejie Linde Beckzon	- Landon	Toba W nedson
			()

EXHIBIT "A"

ATTACHED TO AND MADE A PART OF THAT CERTAIN OIL, GAS AND MINERAL LEASE DATED DECEMBER 30, 2008 BY AND BETWEEN JOHN W. JACKSON AND ROSALIE LINDA JACKSON, HUSBAND AND WIFE, AS LESSOR AND DEVON ENERGY PRODUCTION COMPANY, L. P., AS LESSEE.

LEGAL DESCRIPTION:

A tract of land containing 2.027 acres, more or less, in the James O. Quinn Survey, Abstract No. 1257, Tarrant County, Texas and being the land described in that certain Warranty Deed dated November 25, 1985, by and between Frank G. Marquez and wife, Inez M. Marquez, as Grantor, and John W. Jackson and wife, Rosalie Linda Jackson, as Grantee, and recorded in Volume 8395 Page 1657, of the Deed Records of Tarrant County, Texas.

ADDITIONAL PROVISIONS:

- 1. Notwithstanding anything contained in this lease to the contrary, wherever the fraction "one-eighth" (1/8th) appears in the printed portion of this lease the same is hereby amended to read "twenty-two percent" (22%).
- 2. Notwithstanding anything to the contrary contained in the printed form to which this Exhibit is attached, it is understood and agreed between Lessor and Lessee, that there will be no operations for oil or gas development and/or production upon the surface of the above described land without the express written consent of Lessor; provided, only that Lessee shall have the right to drill under, or through, produce from and inject substances into the subsurface of the lands covered by this Lease, from wells which are located on lands pooled therewith, or which are located on other lands.
- 3. Lessee, its successors and assigns, agree to indemnify and hold harmless and defend Lessor, its successors and assigns, agents and employees from and against all suits, claims, demands and causes of action including attorney fees and court costs that may be at any time brought or made by any person, corporation or other entity including, but not limited to, employees of Lessee, arising out of or in any way connected with Lessee's activities and operations conducted pursuant to the terms of this lease. It is further agreed that if any suit, claim, demand or cause of action is brought or arises which is or might be covered by this indemnification provision, the party hereto who first receives notice thereof will immediately notify the other party hereto. It is understood, however, that this provision will not apply if the action is caused in whole or part by Lessor's negligence or Lessor's contributory negligence.

SIGNED FOR IDENTIFICATION:

John W. Jacksom

Rosalie Linda Jackson



DEVON ENERGY PRODUCTION COP O BOX 450

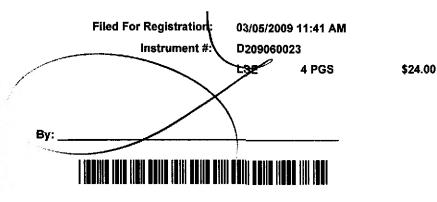
DECATUR

TX 76234

Submitter: DEVON ENERGY PRODUCTION

SUZANNE HENDERSON TARRANT COUNTY CLERK TARRANT COUNTY COURTHOUSE 100 WEST WEATHERFORD FORT WORTH, TX 76196-0401

DO NOT DESTROY WARNING - THIS IS PART OF THE OFFICIAL RECORD.



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ANY PROVISION WHICH RESTRICTS THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

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